

CONTRACT #9
RFS # 329.06-023
FA # 06-16632

Correction

VENDOR:
Brandon Medical Group




STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
6TH FLOOR RACHEL JACKSON BUILDING
320 SIXTH AVENUE NORTH
NASHVILLE, TENNESSEE 37243-0465
OFFICE (615) 741-1000 EXT. 8105 • FAX (615) 741-4605

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OCT 20 2008
FISCAL REVIEW

MEMORANDUM

TO: Leni Chick
Contract & Audit Coordinator
Fiscal Review Committee Staff

FROM: William M. Anderson, Acting Director
Contracts Administration 

DATE: October 13, 2008

SUBJECT: Request for Non-Competitive Amendment
329.06-023
FA-06-16632-00
Brandon Medical Group

Enclosed is a Non-Competitive Amendment Request to the contract between the Department of Correction and Brandon Medical Group. This enclosed documentation details information required pursuant to Department of Finance and Administration rules and policy.

The Tennessee Department of Correction respectfully submits this Non-Competitive Amendment Request for Fiscal Review Committee comments and/or approval.

Thank you for your consideration of this matter.

/lr
Enclosures

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	William M. Anderson, Acting Director – Contracts Administration	*Contact Phone:	615.253.8104		
*Contract Number:	FA-06-16632-00	*RFS Number:	329.06-023		
*Original Contract Begin Date:	January 1, 2006	*Current End Date:	December 31, 2008		
Current Request Amendment Number: <i>(if applicable)</i>		One (1)			
Proposed Amendment Effective Date: <i>(if applicable)</i>		January 1, 2009			
*Department Submitting:		Department of Correction			
*Division:		Contracts Administration			
*Date Submitted:		October 13, 2008			
*Submitted Within Sixty (60) days:		Yes			
<i>If not, explain:</i>					
*Contract Vendor Name:		Brandon Medical Group			
*Current Maximum Liability:		\$335,725.00			
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY	FY
\$56,025.00	\$119,880.00	\$119,880.00	\$59,940.00	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2006	FY: 2007	FY: 2008	FY:	FY	FY
\$ 36,350.00	\$ 86,600.00	\$ 84,420.00	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Number of new hires covered under this program were less than projected.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding Source/Amount:	State:	\$355,725.00	Federal:		
Interdepartmental:			Other:		
If "other" please define:					
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>			RFP		

object code detail FY08

REPORT FILTER:

(Department = 329:DEPARTMENT OF CORRECTION) And ({Effective Year} = 2008 or 2007) And ({Funding Year} = "2008") And ({Major Object} = 08:PROFESSIONAL ANI

Department	Division	Major	Minor	Funding Year	Vendor Name	Transaction	Transac	Docu	Effect	2008 Expenditures
329	06	08	3	2008	AMERICAN CORRECTIONAL ASSOCIATION	V0908		FA0823887	00	4,845.00
329	06	08	3	2008	AMERICAN CORRECTIONAL ASSOCIATION	V0908		FA0823887	00	0.00
329	06	08	3	2008	CENTERSTONE COMMUNITY MNLT HLTH CNTR INC	186		DP0802439	00	2,616.00
329	06	08	3	2008	CENTERSTONE COMMUNITY MNLT HLTH CNTR INC	186		DP0802439	00	0.00
329	06	08	3	2008	BERNARD & ASSOCIATES	788		DP0802439	00	2,824.00
329	06	08	3	2008	BERNARD & ASSOCIATES	788		DP0802439	00	0.00
329	06	08	3	2008	BERNARD & ASSOCIATES	940		DP0802439	00	2,604.45
329	06	08	3	2008	BERNARD & ASSOCIATES	940		DP0802439	00	2,547.72
329	06	08	3	2008	BERNARD & ASSOCIATES	940		DP0802439	00	0.00
329	06	08	3	2008	BERNARD & ASSOCIATES	940		DP0802439	00	0.00
329	06	08	3	2008	CORNERSTONE DETENTION PRODUCTS, INC.	1167		DP0802439	00	1,000.00
329	06	08	3	2008	INTERNATIONAL CRITICAL INCIDENT	258		DP0802439	00	0.00
329	06	08	3	2008	INTERNATIONAL CRITICAL INCIDENT	1086		DP0802439	00	363.00
329	06	08	3	2008	INTERNATIONAL CRITICAL INCIDENT	1086		DP0802439	00	0.00
329	06	08	3	2008	AMERICAN LUNG ASSOCIATION	762		DP0802439	00	350.00
329	06	08	3	2008	AMERICAN LUNG ASSOCIATION	762		DP0802439	00	0.00
329	06	08	3	2008	AMERICAN LUNG ASSOCIATION	5012164		DP0802439	00	(350.00)
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	257		ED0601883	02	10,280.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	257		ED0601883	02	0.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	481		ED0601883	02	2,650.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	481		ED0601883	02	0.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	561		ED0601883	00	11,007.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	561		ED0601883	00	0.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	761		ED0601883	00	14,850.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	761		ED0601883	00	0.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	1048		ED0601883	00	21,915.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	1048		ED0601883	00	0.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	1185		ED0601883	01	1,885.00
329	06	08	4	2008	MOTLOW STATE COMMUNITY COLLEGE	1199		ED0601883	00	17,625.00
329	06	08	4	2008	CARDINAL DISTRIBUTION	682		8568612	01	854.80
329	06	08	4	2008	CARDINAL DISTRIBUTION	682		8568612	01	0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	31				302.50

329	06	08	4	2008	QUEST DIAGNOSTICS	31						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	115						182.50
329	06	08	4	2008	QUEST DIAGNOSTICS	115						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	238						312.50
329	06	08	4	2008	QUEST DIAGNOSTICS	238						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	365						197.50
329	06	08	4	2008	QUEST DIAGNOSTICS	365						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	493						425.00
329	06	08	4	2008	QUEST DIAGNOSTICS	493						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	555						152.50
329	06	08	4	2008	QUEST DIAGNOSTICS	555						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	628						157.50
329	06	08	4	2008	QUEST DIAGNOSTICS	628						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	739						210.00
329	06	08	4	2008	QUEST DIAGNOSTICS	739						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	860						440.00
329	06	08	4	2008	QUEST DIAGNOSTICS	860						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	945						476.98
329	06	08	4	2008	QUEST DIAGNOSTICS	945						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	1027						307.50
329	06	08	4	2008	QUEST DIAGNOSTICS	1027						0.00
329	06	08	4	2008	QUEST DIAGNOSTICS	1126						177.50
329	06	08	4	2008	QUEST DIAGNOSTICS	1126						0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	89			DP0802437	00		129.25
329	06	08	4	2008	NITA TUCKER JERNIGAN	89			DP0802437	00		0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	169			DP0802437	00		129.25
329	06	08	4	2008	NITA TUCKER JERNIGAN	169			DP0802437	00		0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	228			DP0802437	00		129.25
329	06	08	4	2008	NITA TUCKER JERNIGAN	228			DP0802437	00		0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	296			DP0802437	00		129.25
329	06	08	4	2008	NITA TUCKER JERNIGAN	296			DP0802437	00		0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	394			DP0802437	00		129.25
329	06	08	4	2008	NITA TUCKER JERNIGAN	394			DP0802437	00		0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	534			DP0802437	00		133.39
329	06	08	4	2008	NITA TUCKER JERNIGAN	534			DP0802437	00		0.00
329	06	08	4	2008	NITA TUCKER JERNIGAN	620			DP0802437	00		133.29
329	06	08	4	2008	LISA ADAMS	620			DP0802437	00		0.00
329	06	08	4	2008	LISA ADAMS	715			DP0802437	00		266.58
329	06	08	4	2008	LISA ADAMS	715			DP0802437	00		0.00
329	06	08	4	2008	LISA ADAMS	818			DP0802437	00		133.29
329	06	08	4	2008	LISA ADAMS	818			DP0802437	00		0.00
329	06	08	4	2008	LISA ADAMS	933			DP0802437	00		133.29
329	06	08	4	2008	LISA ADAMS	933			DP0802437	00		0.00

329	06	08	4	2008	LISA ADAMS	1186	DP0802437	00	133.29
329	06	08	4	2008	BILLY GEORGE	90	DP0802437	00	129.25
329	06	08	4	2008	BILLY GEORGE	90	DP0802437	00	0.00
329	06	08	4	2008	INTENATIONAL CRITICAL INCIDENT	258	DP0802439	00	848.00
329	06	08	4	2008	INTENATIONAL CRITICAL INCIDENT	258	DP0802439	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	86	FA0616632	00	5,265.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	86	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	149	FA0616632	00	3,150.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	149	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	185	FA0616632	00	5,715.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	185	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	256	FA0616632	00	5,700.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	256	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	340	FA0616632	00	6,610.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	340	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	399	FA0616632	00	5,505.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	399	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	533	FA0616632	00	4,270.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	533	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	595	FA0616632	00	4,510.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	595	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	712	FA0616632	00	8,320.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	712	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	683	FA0616632	00	6,135.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	683	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	802	FA0616632	00	4,580.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	802	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	876	FA0616632	00	3,850.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	876	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	941	FA0616632	00	5,055.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	941	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	1032	FA0616632	00	3,755.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	1032	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	1110	FA0616632	00	5,055.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	1110	FA0616632	00	0.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	1168	FA0616632	00	1,820.00
329	06	08	4	2008	BRANDON MEDICAL GROUP PLLC	1207	FA0616632	00	5,125.00
329	06	08	4	2008	GRACE SINKO	91	DP0802437	00	129.25
329	06	08	4	2008	GRACE SINKO	91	DP0802437	00	129.25
329	06	08	4	2008	GRACE SINKO	91	DP0802437	00	0.00
329	06	08	4	2008	GRACE SINKO	91	DP0802437	00	0.00
329	06	08	4	2008	GRACE SINKO	619	DP0802437	00	133.29
329	06	08	4	2008	GRACE SINKO	619	DP0802437	00	0.00

84,420.00

329	06	08	4	2008	GRACE SINKO	748	DP0802437	00	133.29
329	06	08	4	2008	GRACE SINKO	748	DP0802437	00	0.00
329	06	08	4	2008	GRACE SINKO	819	DP0802437	00	133.29
329	06	08	4	2008	GRACE SINKO	819	DP0802437	00	0.00
329	06	08	4	2008	GRACE SINKO	931	DP0802437	00	133.29
329	06	08	4	2008	GRACE SINKO	931	DP0802437	00	0.00
329	06	08	4	2008	GRACE SINKO	1188	DP0802437	00	133.29
329	06	08	4	2008	BARRY CLARK	93	DP0802437	00	129.25
329	06	08	4	2008	BARRY CLARK	93	DP0802437	00	129.25
329	06	08	4	2008	BARRY CLARK	93	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	93	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	170	DP0802437	00	129.25
329	06	08	4	2008	BARRY CLARK	170	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	225	DP0802437	00	129.25
329	06	08	4	2008	BARRY CLARK	225	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	299	DP0802437	00	129.25
329	06	08	4	2008	BARRY CLARK	299	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	392	DP0802437	00	129.25
329	06	08	4	2008	BARRY CLARK	392	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	459	DP0802437	00	133.39
329	06	08	4	2008	BARRY CLARK	459	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	536	DP0802437	00	133.39
329	06	08	4	2008	BARRY CLARK	536	DP0802437	00	0.00
329	06	08	4	2008	BARRY CLARK	750	DP0802437	00	133.29
329	06	08	4	2008	BARRY CLARK	750	DP0802437	00	0.00
329	06	08	4	2008	STEPHEN A DAVISON	87	DP0802437	00	129.25
329	06	08	4	2008	STEPHEN A DAVISON	87	DP0802437	00	0.00
329	06	08	4	2008	MISTIE CLARK	88	DP0802437	00	129.25
329	06	08	4	2008	MISTIE CLARK	88	DP0802437	00	0.00
329	06	08	4	2008	MISTIE CLARK	227	DP0802437	00	129.25
329	06	08	4	2008	MISTIE CLARK	227	DP0802437	00	0.00
329	06	08	4	2008	MISTIE CLARK	297	DP0802437	00	129.25
329	06	08	4	2008	MISTIE CLARK	297	DP0802437	00	0.00
329	06	08	4	2008	MISTIE CLARK	393	DP0802437	00	129.25
329	06	08	4	2008	MISTIE CLARK	393	DP0802437	00	0.00
329	06	08	4	2008	SYLVIA HOPKINS	92	DP0802437	00	129.25
329	06	08	4	2008	SYLVIA HOPKINS	92	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH	298	DP0802437	00	129.25
329	06	08	4	2008	LORI WELCH	298	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH	391	DP0802437	00	129.25
329	06	08	4	2008	LORI WELCH	391	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH	438	DP0802437	00	133.39
329	06	08	4	2008	LORI WELCH	438	DP0802437	00	0.00

329	06	08	4	2008	LORI WELCH		460	DP0802437	00	133.39
329	06	08	4	2008	LORI WELCH		460	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		535	DP0802437	00	133.39
329	06	08	4	2008	LORI WELCH		535	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		618	DP0802437	00	133.29
329	06	08	4	2008	LORI WELCH		618	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		713	DP0802437	00	133.29
329	06	08	4	2008	LORI WELCH		713	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		749	DP0802437	00	133.29
329	06	08	4	2008	LORI WELCH		749	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		820	DP0802437	00	133.29
329	06	08	4	2008	LORI WELCH		820	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		932	DP0802437	00	133.29
329	06	08	4	2008	LORI WELCH		932	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		1047	DP0802437	00	133.29
329	06	08	4	2008	LORI WELCH		1047	DP0802437	00	0.00
329	06	08	4	2008	LORI WELCH		1187	DP0802437	00	133.29
329	06	08	4	2008	MOORE MEDICAL LLC		691			48.54
329	06	08	4	2008	MOORE MEDICAL LLC		691			11.00
329	06	08	4	2008	MOORE MEDICAL LLC		691			0.00
329	06	08	4	2008	MOORE MEDICAL LLC		691			0.00
329	06	08	4	2008	JOHN MEL APPLING		714	DP0802437	00	133.29
329	06	08	4	2008	JOHN MEL APPLING		714	DP0802437	00	0.00
329	06	08	4	2008	ELAINE CRAWFORD		930	DP0802437	00	133.29
329	06	08	4	2008	ELAINE CRAWFORD		930	DP0802437	00	0.00
329	06	08	6	2008	THE TULLAHOMA NEWS		740			130.80
329	06	08	6	2008	THE TULLAHOMA NEWS		740			0.00
329	06	08	7	2008	STEVEN J JOLLY		461			35.00
329	06	08	7	2008	STEVEN J JOLLY		461			0.00
329	06	08	7	2008	THE TENNESSEAN		684			104.58
329	06	08	7	2008	THE TENNESSEAN		684			0.00
329	06	08	7	2008	AMERICAN CORRECTIONAL ASSN		1006			300.00
329	06	08	7	2008	AMERICAN CORRECTIONAL ASSN		1006			0.00
329	06	08	7	2008	TULLAHOMA CHAMBER OF		71			60.00
329	06	08	7	2008	TULLAHOMA CHAMBER OF		71			0.00
329	06	08	7	2008	TULLAHOMA CHAMBER OF		397			30.00
329	06	08	7	2008	TULLAHOMA CHAMBER OF		397			0.00
329	06	08	7	2008	THE TULLAHOMA NEWS		902			60.00
329	06	08	7	2008	THE TULLAHOMA NEWS		902			0.00
329	06	08	7	2008	NATIONAL TACTICAL OFFICERS ASSOCIATION		1166			125.00
329	06	08	Total							193,824.80
329	06	10	4	2008	CHRISTOPHER EQUIPMENT, INC		414			174.17

*object code detail FY07

REPORT FILTER:

(Department = 329:DEPARTMENT OF CORRECTION) And ({Effective Year} = 2007) And ({Funding Year} = "2007") And ({Major Object} = 08:PROFESSIONAL AND ADMINISTRAT.

Department	Divis	Maj	Min	Funding	Vendor Name	Transac	Transac	Transaction-Document	Effective Year	Transaction-D	2007
											Total Expenditures
329	06	08	3	2007	BUSIDO DOJO JOELTON LLC	1125		DP0702307	00		1,000.00
329	06	08	3	2007	BUSIDO DOJO JOELTON LLC	1125		DP0702307	00		0.00
329	06	08	3	2007	NOVA TECHNOLOGIES	407		DP0702307	00		2,400.00
329	06	08	3	2007	NOVA TECHNOLOGIES	407		DP0702307	00		0.00
329	06	08	3	2007	TASER INTERNATIONAL	299		DP0702307	00		2,775.00
329	06	08	3	2007	TASER INTERNATIONAL	299		DP0702307	00		0.00
329	06	08	3	2007	AMERICAN LUNG ASSOCIATION	488		DP0702307	00		1,900.00
329	06	08	3	2007	AMERICAN LUNG ASSOCIATION	488		DP0702307	00		0.00
329	06	08	3	2007	AMERICAN LUNG ASSOCIATION	1007		DP0702307	00		2,725.00
329	06	08	3	2007	AMERICAN LUNG ASSOCIATION	1007		DP0702307	00		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	300		ED0601883	01		5,700.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	300		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	406		ED0601883	01		3,265.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	406		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	543		ED0601883	01		1,225.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	543		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	590		ED0601883	01		24,328.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	590		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	743		ED0601883	01		10,628.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	743		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	822		ED0601883	01		6,280.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	822		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1009		ED0601883	01		5,360.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1009		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1097		ED0601883	01		10,747.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1097		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1170		ED0601883	01		4,975.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1170		ED0601883	01		0.00
329	06	08	4	2007	MOTLOW STATE COMMUNITY COLLEGE	1264		ED0601883	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	40		8336970	01		291.97
329	06	08	4	2007	QUEST DIAGNOSTICS	40		8336970	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	100		8344938	01		142.50
329	06	08	4	2007	QUEST DIAGNOSTICS	100		8344938	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	263		8360536	01		360.00
329	06	08	4	2007	QUEST DIAGNOSTICS	263		8360536	01		62.04
329	06	08	4	2007	QUEST DIAGNOSTICS	263		8360536	01		0.00

329	06	08	4	2007	QUEST DIAGNOSTICS	263		8360536	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	381		8373218	01		237.50
329	06	08	4	2007	QUEST DIAGNOSTICS	381		8373218	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	539		8387340	01		297.50
329	06	08	4	2007	QUEST DIAGNOSTICS	539		8387340	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	573		8400616	01		175.00
329	06	08	4	2007	QUEST DIAGNOSTICS	573		8400616	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	676		8411036	01		152.50
329	06	08	4	2007	QUEST DIAGNOSTICS	676		8411036	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	753		8425102	01		292.50
329	06	08	4	2007	QUEST DIAGNOSTICS	753		8425102	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	888		8436990	01		152.50
329	06	08	4	2007	QUEST DIAGNOSTICS	888		8436990	01		1,144.43
329	06	08	4	2007	QUEST DIAGNOSTICS	888		8436990	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	888		8436990	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	961		8450900	01		382.50
329	06	08	4	2007	QUEST DIAGNOSTICS	961		8450900	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	1102		8464351	01		127.50
329	06	08	4	2007	QUEST DIAGNOSTICS	1102		8464351	01		0.00
329	06	08	4	2007	QUEST DIAGNOSTICS	1190					132.50
329	06	08	4	2007	QUEST DIAGNOSTICS	1190					0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	781		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	708		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	708		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	781		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	811		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	811		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	872		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	872		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	940		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	940		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	1010		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	1010		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	1087		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	1087		DP0702308	00		0.00
329	06	08	4	2007	NITA TUCKER JERNIGAN	1127		DP0702308	00		129.25
329	06	08	4	2007	NITA TUCKER JERNIGAN	1127		DP0702308	00		0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	112		FA0616632	01		4,260.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	112		FA0616632	01		0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	192		FA0616632	01		6,080.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	192		FA0616632	01		0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	301		FA0616632	01		4,340.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	301		FA0616632	01		0.00

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329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1044	FA0616632	01	200.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1013	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1044	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1089	FA0616632	00	250.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1089	FA0616632	01	350.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1089	FA0616632	00	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1089	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1099	FA0616632	01	3,655.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1107	FA0616632	01	450.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1099	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1107	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1126	FA0616632	01	400.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1126	FA0616632	01	3,795.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1126	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1126	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1169	FA0616632	01	150.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1169	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1211	FA0616632	01	4,705.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1211	FA0616632	01	100.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1211	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1211	FA0616632	01	0.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1267	FA0616632	01	4,020.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1267	FA0616632	01	100.00
329	06	08	4	2007	BRANDON MEDICAL GROUP PLLC	1267	FA0616632	01	100.00
329	06	08	4	2007	GRACE SINKO	298	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	298	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	566	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	566	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	627	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	627	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	707	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	707	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	871	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	871	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	942	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	942	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	1012	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	1012	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	1088	DP0702308	00	129.25
329	06	08	4	2007	GRACE SINKO	1088	DP0702308	00	0.00
329	06	08	4	2007	GRACE SINKO	1265	DP0702308	00	129.25
329	06	08	4	2007	BROOXIE CALDWELL	706	DP0702308	00	129.25
329	06	08	4	2007	BROOXIE CALDWELL	706	DP0702308	00	0.00

86,600.00

329	06	08	08	4	2007	BARRY CLARK		780		DP0702308	00	129.25
329	06	08	08	4	2007	BARRY CLARK		780		DP0702308	00	0.00
329	06	08	08	4	2007	BARRY CLARK		873		DP0702308	00	129.25
329	06	08	08	4	2007	BARRY CLARK		873		DP0702308	00	0.00
329	06	08	08	4	2007	BARRY CLARK		941		DP0702308	00	129.25
329	06	08	08	4	2007	BARRY CLARK		941		DP0702308	00	0.00
329	06	08	08	4	2007	BARRY CLARK		1011		DP0702308	00	129.25
329	06	08	08	4	2007	BARRY CLARK		1011		DP0702308	00	0.00
329	06	08	08	4	2007	BARRY CLARK		1086		DP0702308	00	129.25
329	06	08	08	4	2007	BARRY CLARK		1086		DP0702308	00	0.00
329	06	08	08	4	2007	BARRY CLARK		1266		DP0702308	00	129.25
329	06	08	08	4	2007	BARRY CLARK		1098		DP0702308	00	129.25
329	06	08	08	4	2007	STEPHEN A DAVISON		1098		DP0702308	00	0.00
329	06	08	08	4	2007	STEPHEN A DAVISON		1128		DP0702308	00	129.25
329	06	08	08	4	2007	CYNDI WHITMAN		1128		DP0702308	00	0.00
329	06	08	08	4	2007	CYNDI WHITMAN		626				14.81
329	06	08	08	7	2007	THE TENNESSEAN		626				0.00
329	06	08	08	7	2007	THE TENNESSEAN		705				9.39
329	06	08	08	7	2007	THE TENNESSEAN		705				0.00
329	06	08	08	7	2007	THE TENNESSEAN		821				9.39
329	06	08	08	7	2007	THE TENNESSEAN		821				0.00
329	06	08	08	7	2007	THE TENNESSEAN		914				112.70
329	06	08	08	7	2007	THE TENNESSEAN		914				0.00
329	06	08	08	7	2007	AMERICAN CORRECTIONAL ASSN		916				300.00
329	06	08	08	7	2007	AMERICAN CORRECTIONAL ASSN		916				0.00
329	06	08	08	7	2007	GRANDSTAFF AGENCY		824				129.97
329	06	08	08	7	2007	GRANDSTAFF AGENCY		824				0.00
329	06	08	08	7	2007	THE TULLAHOMA NEWS		913				53.00
329	06	08	08	7	2007	THE TULLAHOMA NEWS		913				0.00
329	06	08	08	7	2007	NATIONAL TACTICAL OFFICERS ASSOCIATION		28				150.00
329	06	08	08	7	2007	NATIONAL TACTICAL OFFICERS ASSOCIATION		28				0.00
329	06	08	08	7	2007	NATIONAL TACTICAL OFFICERS ASSOCIATION		1130				150.00
329	06	08	08	7	2007	NATIONAL TACTICAL OFFICERS ASSOCIATION		1130				0.00
329	06	08	08	9	2007	JAMES M SAIN JR		393				130.00
329	06	08	08	9	2007	JAMES M SAIN JR		393				0.00
329	06	08	08	Total								178,278.70
329	06	10	4	2007	CHRISTOPHER EQUIPMENT, INC		324					71.50
329	06	10	4	2007	CHRISTOPHER EQUIPMENT, INC		324					0.00
329	06	10	4	2007	SEXTON WELDING SUPPLY CO		275					164.00
329	06	10	4	2007	SEXTON WELDING SUPPLY CO		275					0.00

*object code detail FY06

REPORT FILTER:

(Department = 329:DEPARTMENT OF CORRECTION) And (Effective Year} = 2006) And (Funding Year} {{Funding Year}} = "2006") And (Major Object} = 08:PROFESSIONAL AI

Depa	Divis	Maj	Min	Fundir	Vendor Name	Transactio	Trans	Transaction-Doc	Effect	2006
									Trans	Total Expenditures
329	06	08	3	2006	AMERICAN CORRECTIONAL ASSOCIATION	P0571		FA0516280	00	2,925.00
329	06	08	3	2006	AMERICAN CORRECTIONAL ASSOCIATION	P0571		FA0516280	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	309		ED0601883	00	1,740.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	309		ED0601883	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	505		ED0601883	00	20,980.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	505		ED0601883	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	665		ED0601883	00	6,665.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	665		ED0601883	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	881		ED0601883	00	5,470.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	881		ED0601883	00	13,882.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	881		ED0601883	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	881		ED0601883	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	978		ED0601883	00	6,425.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	978		ED0601883	00	0.00
329	06	08	4	2006	MOTLOW STATE COMMUNITY COLLEGE	1031		ED0601883	00	4,825.00
329	06	08	4	2006	QUEST DIAGNOSTICS	36		8173006	01	327.50
329	06	08	4	2006	QUEST DIAGNOSTICS	36		8173006	01	31.02
329	06	08	4	2006	QUEST DIAGNOSTICS	36		8173006	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	36		8173006	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	91		8188384	01	137.50
329	06	08	4	2006	QUEST DIAGNOSTICS	91		8188384	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	249		8201099	01	292.50
329	06	08	4	2006	QUEST DIAGNOSTICS	249		8201099	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	429		8217433	01	114.47
329	06	08	4	2006	QUEST DIAGNOSTICS	429		8232057	01	140.00
329	06	08	4	2006	QUEST DIAGNOSTICS	429		8217433	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	429		8232057	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	497		8241594	01	255.00
329	06	08	4	2006	QUEST DIAGNOSTICS	497		8241594	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	559		8255619	01	142.50
329	06	08	4	2006	QUEST DIAGNOSTICS	559		8255619	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	655		8268853	01	302.50
329	06	08	4	2006	QUEST DIAGNOSTICS	655		8268853	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	699		8279657	01	72.50

329	06	08	4	2006	QUEST DIAGNOSTICS	699			8279657	01	163.49
329	06	08	4	2006	QUEST DIAGNOSTICS	699			8279657	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	699			8279657	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	855			8297911	01	317.50
329	06	08	4	2006	QUEST DIAGNOSTICS	855			8297911	01	490.47
329	06	08	4	2006	QUEST DIAGNOSTICS	855			8297911	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	855			8297911	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	925			8305893	01	130.00
329	06	08	4	2006	QUEST DIAGNOSTICS	925			8305893	01	93.06
329	06	08	4	2006	QUEST DIAGNOSTICS	925			8305893	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	925			8305893	01	0.00
329	06	08	4	2006	QUEST DIAGNOSTICS	952			8319053	01	129.47
329	06	08	4	2006	QUEST DIAGNOSTICS	952			8319053	01	0.00
329	06	08	4	2006	LISA ADAMS	24			DP0602202	00	250.00
329	06	08	4	2006	LISA ADAMS	24			DP0602202	00	0.00
329	06	08	4	2006	LISA ADAMS	70			DP0602202	00	250.00
329	06	08	4	2006	LISA ADAMS	70			DP0602202	00	0.00
329	06	08	4	2006	LISA ADAMS	140			DP0602202	00	250.00
329	06	08	4	2006	LISA ADAMS	140			DP0602202	00	0.00
329	06	08	4	2006	NORMA GREENE	139			DP0602202	00	125.00
329	06	08	4	2006	NORMA GREENE	139			DP0602202	00	0.00
329	06	08	4	2006	NORMA GREENE	221			DP0602202	00	125.00
329	06	08	4	2006	NORMA GREENE	221			DP0602202	00	0.00
329	06	08	4	2006	NORMA GREENE	308			DP0602202	00	125.00
329	06	08	4	2006	NORMA GREENE	308			DP0602202	00	0.00
329	06	08	4	2006	NORMA GREENE	504			DP0602202	00	125.00
329	06	08	4	2006	NORMA GREENE	504			DP0602202	00	0.00
329	06	08	4	2006	SOUTHWIND MEDICAL SPEC	932					20.00
329	06	08	4	2006	SOUTHWIND MEDICAL SPEC	932					0.00
329	06	08	4	2006	DELANIE L SPENCER	25			DP0602202	00	125.00
329	06	08	4	2006	DELANIE L SPENCER	25			DP0602202	00	0.00
329	06	08	4	2006	DELANIE L SPENCER	71			DP0602202	00	125.00
329	06	08	4	2006	DELANIE L SPENCER	71			DP0602202	00	0.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	609			FA0616632	00	3,675.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	609			FA0616632	00	5,485.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	609			FA0616632	00	0.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	609			FA0616632	00	0.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	664			FA0616632	00	2,215.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	664			FA0616632	00	0.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	761			FA0616632	00	4,315.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	761			FA0616632	00	0.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	818			FA0616632	00	4,875.00
329	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	818			FA0616632	00	0.00

329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	880		FA0616632	00	3,725.00
329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	880		FA0616632	00	0.00
329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	899		FA0616632	00	3,655.00
329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	899		FA0616632	00	0.00
329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	973		FA0616632	00	4,480.00
329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	973		FA0616632	00	0.00
329	06	06	08	4	2006	BRANDON MEDICAL GROUP PLLC	1043		FA0616632	00	3,925.00
329	06	06	08	4	2006	GRACE SINKO	610		DP0602202	00	125.00
329	06	06	08	4	2006	GRACE SINKO	610		DP0602202	00	0.00
329	06	06	08	4	2006	GRACE SINKO	879		DP0602202	00	125.00
329	06	06	08	4	2006	GRACE SINKO	879		DP0602202	00	0.00
329	06	06	08	7	2006	NATIONAL FIRE PROTECTION ASSN	27				1,002.95
329	06	06	08	7	2006	NATIONAL FIRE PROTECTION ASSN	27				0.00
329	06	06	08	7	2006	THE TENNESSEAN	380				112.32
329	06	06	08	7	2006	THE TENNESSEAN	380				0.00
329	06	06	08	7	2006	AMERICAN CORRECTIONAL ASSN	971				300.00
329	06	06	08	7	2006	AMERICAN CORRECTIONAL ASSN	971				0.00
329	06	06	08	7	2006	AMERICAN CORRECTIONAL ASSOCIATION	821				83.50
329	06	06	08	7	2006	AMERICAN CORRECTIONAL ASSOCIATION	821				0.00
329	06	06	08	7	2006	J J KELLER & ASSOCS., INC.	541				745.00
329	06	06	08	7	2006	J J KELLER & ASSOCS., INC.	541				0.00
329	06	06	08	7	2006	GRANDSTAFF AGENCY	185				136.00
329	06	06	08	7	2006	GRANDSTAFF AGENCY	185				0.00
329	06	06	08	7	2006	THE TULLAHOMA NEWS	757				53.00
329	06	06	08	7	2006	THE TULLAHOMA NEWS	757				0.00
329	06	06	08	7	2006	NATIONAL TACTICAL OFFICERS ASSOCIATION	74				150.00
329	06	06	08	7	2006	NATIONAL TACTICAL OFFICERS ASSOCIATION	74				0.00
329	06	06	08	7	2006	NATIONAL TACTICAL OFFICERS ASSOCIATION	758				125.00
329	06	06	08	7	2006	NATIONAL TACTICAL OFFICERS ASSOCIATION	758				0.00
329	06	06	08	7	2006	INTERNATIONAL ASSOCIATION NONVIOLENT	603				75.00
329	06	06	08	7	2006	INTERNATIONAL ASSOCIATION NONVIOLENT	603				0.00
329	06	06	08	Total							106,954.25
329	06	06	Total								106,954.25

36,350.00

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

RECEIVED

OCT 20 2008

Commissioner of Finance & Administration

Date:

FISCAL REVIEW

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	329.06-023	
2) State Agency Name :	Department of Correction	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Medical Exams and X-Rays for newly hired correctional officers, etc.	
4) Contractor :	Brandon Medical Group	
5) Contract #	FA-06-16632-00	
6) Contract Start Date :	January 1, 2006	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 31, 2008	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$355,725.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	One	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	January 1, 2009	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 31, 2009	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$498,000.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
To continue providing medical exams to newly hired Correctional Officers, youth Service Officers, Probation Officers, and Correctional Counselors while they undergo pre-service training at the Tennessee Correction Academy, with no additional services, at the current rate.		
15) Explanation of Need for the Proposed Amendment :		

To provide continuity of said contract services until a new RFP is put in place.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

Dr. Albert R. Brandon, President
Brandon Medical Group
585 Interstate Drive
Suite B
Manchester, Tennessee 37355

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology; N/A to THDA requests)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The proposed amendment extends the contract for an additional year in accordance with the rates submitted by the Contractor in response to TDOC's RFP. To maintain continuity of services and to maintain the contracted rates.

21) Justification for the Proposed Non-Competitive Amendment :

This Contractor was awarded the contract starting in 2006 as he was the only proposer to TDOC's RFP. Since there is no change in the rates, which the Department deemed acceptable, continuity of services and cost to the State is in the best interest of the State to continue with an extension of this contract.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

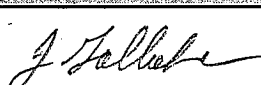
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)


Agency Head Signature

8 OCT. 08
Date

CONTRACT SUMMARY SHEET

8-8-05

RFS #				Contract #			
329.06-023							
State Agency				State Agency Division			
Department of Correction				Tennessee Correction Academy			
Contractor Name				Contractor ID # (FEIN or SSN)			
Brandon Medical Group				C- or <input checked="" type="checkbox"/> V- 371509368			
Service Description							
Medical Exams and X-Rays for newly hired correctional officers, etc.							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
1-Jan-06		31-Dec-09		Vendor		n/a	
Mark, if Statement is TRUE							
<input checked="" type="checkbox"/> Contractor is on STARS as required				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code		
329.06	31	084	11				
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2006	\$ 56,025.00				\$ 56,025.00		
2007	\$ 119,880.00				\$ 119,880.00		
2008	\$ 119,880.00				\$ 119,880.00		
2009	\$ 131,190.00				\$ 131,190.00		
2010	\$ 71,025.00				\$ 71,025.00		
					\$ -		
TOTAL:	\$ 498,000.00	\$ -	\$ -	\$ -	\$ 498,000.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Joey Gallaher 253-8096				
2006	\$ 56,025.00		State Agency Budget Officer Approval				
2007	\$ 119,880.00						
2008	\$ 119,880.00						
2009	\$ 59,940.00	\$ 71,250.00					
2010		\$ 71,025.00	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL:	\$ 355,725.00	\$ 142,275.00					
End Date	12/31/2008	12/31/2009					
Contractor Ownership							
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
Contractor Selection Method							
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Procurement Method				
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government		<input type="checkbox"/> Other				
Procurement Process Summary							
N/A since contract was acquired through RFP							

**AMENDMENT ONE
TO FA-06-16632-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Brandon Medical Group, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2006 and ending on December 31, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed four hundred ninety eight thousand dollars (\$498,000). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective January 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME: Albert R. Brandon, Jr. D.O.



CONTRACTOR SIGNATURE

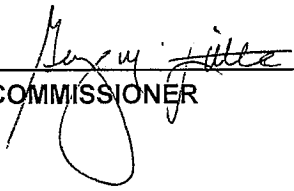
9-25-08

DATE

Albert R. Brandon, Jr. D.O.

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:



GEORGE M. LITTLE, COMMISSIONER

10-1-03

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

CONTRACT SUMMARY SHEET

8-8-05

RFS #	Contract #
329.06-023	FA-06-16632-00
State Agency	State Agency Division
Department of Correction	Tennessee Correction Academy
Contractor Name	Contractor ID # (FEIN or SSN)
Brandon Medical Group	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 371509368

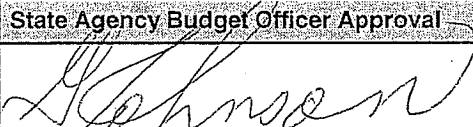
Service Description			
Medical Exams and X-Rays for newly hired correctional officers, etc.			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Jan-06	31-Dec-08	Vendor	n/a

Mark, if Statement is TRUE

<input checked="" type="checkbox"/> Contractor is on STARS as required	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required
--	--

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
329.06	31	084	11		

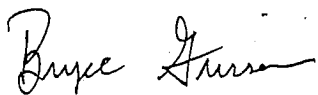
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$ 56,025.00				\$ 56,025.00
2007	\$ 119,880.00				\$ 119,880.00
2008	\$ 119,880.00				\$ 119,880.00
2009	\$ 59,940.00				\$ 59,940.00
					\$ -
					\$ -
TOTAL:	\$ 355,725.00	\$ -	\$ -	\$ -	\$ 355,725.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Garland Johnson 253-8096
			State Agency Budget Officer Approval
			
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ -	\$ -	
End Date			

Contractor Ownership			
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business <input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—

Contractor Selection Method		
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Procurement Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other

Procurement Process Summary	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p>N/A since contract was acquired through RFP</p> <p style="text-align: center;">PROCESS DEC 13 2005 DIRECTOR OF ACCOUNTS</p> </div> <div style="width: 40%; text-align: center;"> <p>RECEIVED NOV 23 2005 Office of Contracts Review</p> </div> <div style="width: 15%; text-align: right;"> <p>RECEIVED 2005 DEC -8 AM 10:14 COMPTROLLER'S OFFICE</p> </div> </div>	

FA CONTRACT INFORMATION SUPPLEMENT	
FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
Contract RFS #	329.06-023
Contractor:	Brandon Medical Group
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
SIGNATURE	
 11/22/05	
SERVICE CONTRACTS COORDINATOR	DATE

Mailing List for Medical Exams at TCA

Dr. John Anderson
106 Westside Dr.
Tullahoma, TN 37388

Dr. Nancy Blevins
155 Hospital Rd.
Winchester TN 37398

Dr. Walter Boyanton
300 N Main St.
Estill Springs 37330

Dr. Albert Brandon*
585 Interstate Drive Suite B
Manchester, TN 37355

Dr. Richard Cole
2106 N Jackson St.
Tullahoma, TN 37388

Dr. Ben Cotrell
2106 N Jackson St.
Tullahoma, TN 37388

Dr. William Daniel
1615 McMinnville Hwy.
Manchester, TN 37355

Dr. Donald Deaton
1301 McArthur St.
Manchester TN 37355

Dr. Scott Holder
155 Hospital Rd.
Winchester, TN 37398

Dr. B B Hollins
1239 McArthur St.
Manchester TN 37355

Dr. Shon Nolin
112 W Fort St.
Manchester, TN 37355

Dr. Mark Schmitz
905 McArthur St.
Manchester, TN 37355

Dr. Thomas Smith
186 Hospital Rd.
Winchester, TN 37398

Dr. Karen Tidmore
1811 Sharp Springs Rd.
Winchester, TN 37398

Dr. J Lynn Williams
2006 Decherd Blvd.
Decherd, TN 37324

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:	Brandon Medical Group
SIGNATURE & DATE:	<i>[Signature]</i> 10/14/05

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, Pro Forma Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency. NOTE: The Contractor will be compensated for "special case" physical examinations at the price of a physical examination plus ten (10) dollars. This rate would apply if the contract is extended by amendment. **Weights are based on estimates.

Cost Item Description	Proposed Cost					State Use ONLY		
	1/1/2006 thru 12/31/ 2006 Year 1 Rate	1/1/2007 thru 12/31/ 2007 Year 2 Rate	1/1/2008 thru 12/31/ 2008 Year 3 Rate	1/1/2009 thru 12/31/ 2009 Year 4 Rate	1/1/2010 thru 6/30/ 2010 Year 5 Rate	Sum	Weight**	Weighted Cost
Per Physical Examination	\$70.00	\$70.00	\$70.00	\$85.00	\$85.00		10	
Per X-Ray	\$85.00	\$85.00	\$85.00	\$100.00	\$100.00			
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.						Evaluation Cost Amount: (sum of all weighted cost amounts above)		
Lowest Evaluation Cost Amount from all Proposals						X 30		
Evaluation Cost Amount Being Evaluated						(maximum suction score)		
						= SCORE:		

This was the only proposer but rates
are deemed acceptable by the Department.

[Signature]

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

Bryce Grissom
RFP Coordinator

11/08/05
Date

QUALIFICATIONS & EXPERIENCE Maximum Points: 35	Brandon Medical Group		PROPOSER NAME		PROPOSER NAME	
Ingrid Brown	30.5					
Cindy Musgrove	35					
Jimmy Sain	35					
	AVERAGE SCORE:	33.5	AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 35						
Ingrid Brown	26					
Cindy Musgrove	35					
Jimmy Sain	30					
	AVERAGE SCORE:	30.3	AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30						
	SCORE:	30	SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100						
	TOTAL SCORE:	93.8	TOTAL SCORE:		TOTAL SCORE:	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Correction
AND
Brandon Medical Group**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Brandon Medical Group, hereinafter referred to as the "Contractor," is for the provision of Medical Examinations, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

585 Interstate Drive
Suite B
Manchester, Tennessee 37355

The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

- A.1. Administer physical examinations to all newly hired Correctional Officers, youth Service Officers, Probation Officers, and Correctional Counselors while they undergo pre-service training at Tennessee Correction Academy in accordance with TDOC (Tennessee Department of Correction) policy 305.06 and TDCS (Tennessee Department of Children's Services) policy 4.21, (Attachment 7.1).
- A.2. Administer physical examinations on Tuesday of every third week in the clinic at Tennessee Correction Academy (day subject to change upon a week's notice by Tennessee Correction Academy.)
- A.3. Administer "special case" physical examinations to incumbent (as opposed to newly hired) employees at the physician's office. Such "special case" physical examinations shall be performed at the request of the State and shall require written authorization by the superintendent of the Tennessee Correction Academy.
- A.4. Administer x-rays at the physician's office as required by policy and cost of each administration to be stated separately.
- A.5. Provide 24 hour call since the successful bidder is considered our contract physician (job related injuries or illnesses, and emergencies will be referred to the physician's office or transported to the nearest hospital).
- A.6. The Contractor agrees to comply with appropriate departmental policies.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2006 and ending on December 31, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least one hundred twenty (120) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three hundred fifty five thousand seven hundred twenty five dollars (\$355,725). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	1/1/2006 thru 12/31/ 2006 Year 1 <u>Rate</u>	1/1/2007 thru 12/31/ 2007 Year 2 <u>Rate</u>	1/1/2008 thru 12/31/ 2008 Year 3 <u>Rate</u>	1/1/2009 thru 12/31/ 2009 Year 4 <u>Rate*</u>	1/1/2010 thru 6/30/ 2010 Year 5 <u>Rate*</u>
Per Physical Examination	\$70.00	\$70.00	\$70.00	\$85.00	\$85.00
Per X-Ray	\$85.00	\$85.00	\$85.00	\$100.00	\$100.00

*This rate would apply if the contract is extended by amendment.

For "special case" physical examinations the Contractor will be compensated at the cost of a physical examination plus ten (10) dollars.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
 - D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
 - D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
 - D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
 - D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties'

agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Sam DiNicola, Director of Training and Curriculum
Tennessee Correctional Academy
P.O. Box 1510
Tullahoma, Tennessee 37388
Telephone: (931) 461-7690
Fax: (931) 461-7757

The Contractor:

Dr. Albert R. Brandon, President
Brandon Medical Group
585 Interstate Drive
Suite B
Manchester, Tennessee 37355

TELEPHONE NUMBER: 931-728-4718

FACSIMILE NUMBER: 931-728-1016

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed

a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.6. Confidentiality of Records. The Contractor agrees that strict standards of confidentiality of records shall be maintained in accordance with state and federal law and regulations (T.C.A. 63-2-101, T.C.A 33-3-103 et seq., 42 CFR Part 2). All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of state law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state law and ethical standards.

It shall be the Contractor's responsibility to ensure that any destruction of confidential information, as described in this section, will be accomplished in a manner consistent with state policy and federal regulations pertaining to the destruction of private or confidential data.

The Contractor's obligations under this section do not apply to information; in the public domain; entering the public domain but not from a breach by the Contractor of this contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System

the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

- E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

BRANDON MEDICAL GROUP:

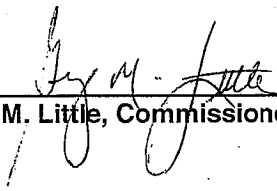


Dr. Albert R. Brandon, President

Date

11-17-05

DEPARTMENT OF CORRECTION:



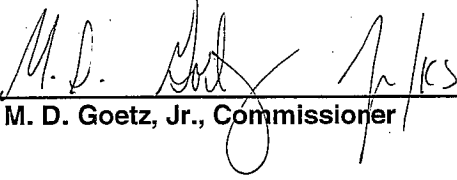
George M. Little, Commissioner

Date

11-22-05

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:




M. D. Goetz, Jr., Commissioner

Date

12/7/05

DEPARTMENT OF PERSONNEL:



Randy C. Camp, Commissioner

Date


COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

Date

12/9/05

	ADMINISTRATIVE POLICIES AND PROCEDURES State of Tennessee Department of Correction		Index #: 305.06	Page 1 of 7
			Effective Date: March 15, 2002	
			Distribution: A	
			Supersedes: 305.06 (7/1/97) PCN 97-57 (8/15/97)	
Approved by:				
Subject: EMPLOYMENT QUALIFICATION STANDARDS OF CORRECTIONAL OFFICERS				

- I. AUTHORITY: TCA 4-3-603, TCA 4-3-606, TCA 41-1-116.
- II. PURPOSE: To ensure that all pre-service correctional officers employed by the Tennessee Department of Correction (TDOC) meet the minimum qualification standards for their respective positions.
- III. APPLICATION: To Wardens and pre-service correctional officers.
- IV. DEFINITIONS:
- A. Pre-Service Correctional Officer: For the purpose of this policy, pre-service correctional officers shall include all newly hired and/or rehired correctional officers, correctional clerical officers, correctional corporals, correctional sergeants, correctional lieutenants, correctional captains, and inmate relations coordinators required to attend the six week pre-service training (or an abbreviated version as authorized by TDOC Policy 110.01) at the Tennessee Correction Academy prior to institutional assignments.
 - B. Qualified Mental Health Professional: A licensed psychologist or a licensed physician who has completed a residency in psychiatry. This is not to restrict other recognized mental health professionals, including licensed psychological examiners, psychiatric social workers, or psychiatric/mental health nurses (master's level for each) from being utilized in the screening process; only the responsible psychologist or psychiatrist shall have the final certifying authority.
- V. POLICY: All pre-service correctional officers will successfully qualify for these positions according to the criteria established by the TDOC as outlined in this policy.
- VI. PROCEDURES:
- A. Correctional Officer Qualifications Standards
 - 1. General Duty Requirements

The duties of the correctional officer may require physical exertion involving prolonged walking and standing, running, lifting, balancing, climbing, stooping, restraining or carrying inmates in emergencies, and participating in the return of escapees which may involve stress. Employees must be free from such physical and or psychological defects or disease that may constitute employment hazards to themselves or others, and be capable of efficiently performing the duties of their position.

Effective Date: March 15, 2002	Index # 305.06	Page 2 of 7
Subject: EMPLOYMENT QUALIFICATION STANDARDS OF CORRECTIONAL OFFICERS		

2. Purpose and Scope of Requirements:

The purpose and scope of the employment examinations and requirements are to reasonably ensure and verify the physical and psychological capabilities of the pre-service correctional officers and provide for the safety and security of inmates, staff, and the general public. The examinations are not intended as diagnostic or treatment exams and are therefore limited to determining physical and psychological fitness for the assigned tasks. The examiner shall determine whether the individual employee should reasonably be able to perform the following duties without presenting an employment hazard to self or others.

- a. Able to spend a minimum of eight hours per day on his/her feet while patrolling corridors, housing units, program areas, and supervising inmate movement.
- b. Have vision in each eye correctable to 20/40 in order to perform thorough security inspections, searches of cells, housing units, corridors, program areas, and body searches of inmates and/or visitors for contraband items, and to provide general visual observation for security policy compliance.
- c. Must maintain sufficient physical agility and stamina to intervene with violent, unruly, or uncooperative inmates and exert the minimum force necessary to restrain and subdue the inmate.
- d. Must be agile enough to control and rapidly extricate himself/herself and inmates and/or others from buildings in case of fire, natural disaster, or other emergencies.
- e. Must possess sufficient physical strength to drag or help carry incapacitated persons from hazardous areas.
- f. Must be capable of running a distance as required in the apprehension of a fleeing inmate.
- g. Must be able to cope with situations involving high degrees of stress and tension including disciplinary decisions, daily verbal confrontations with inmates, potential hostage situations, the use of force and possible necessary deadly force, riots, disturbances, etc.

3. Examinations, Administration, Recording, and Reporting

- a. During the interview stage at the individual facility, each applicant for correctional officer shall be notified in writing of the physical and psychological conditions of employment and, at that time, must sign A Statement of Notification (CR-2783) to acknowledge that he/she has been informed of the employment criteria for their position. The personnel officer or chair of the interview board shall date and sign the form as a witness.

Effective Date: March 15, 2002

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Subject: EMPLOYMENT QUALIFICATION STANDARDS OF CORRECTIONAL OFFICERS

- b. Before an offer of employment is made, all pre-service Correctional Officers are required to submit a urine sample for drug screen analysis. All specimens will be field tested for illegal drugs at the institution prior to the employee attending the Tennessee Correction Academy (TCA). If the field test is positive for illegal drug use, the pre-service Correctional Officer shall not be hired or sent to TCA, and the sample will be forwarded to the contract laboratory for confirmation testing. If the laboratory confirmation test results are negative, the candidate may be hired at that time. A Drug Screen Consent (CR-3610) will be signed by the applicant prior to the field test being performed.
- c. Qualifying examinations (physical and psychological) shall be administered to all pre-service correctional officer applicants/employees.
- d. All physical exams shall be conducted by a licensed physician. A nurse practitioner and/or physician assistant may conduct the physical exam under the supervision of a physician. The psychological review shall be completed by a qualified mental health professional in the psychiatric or psychological field who evaluates the test results, conducts structured interviews, and reports relevant findings to the department.
- e. The informed consent and results of all exams and tests shall be recorded on approved TDOC forms. (See TDOC Manual of Minimum Qualification Standards for Correctional Officers.) Reports shall be maintained in a confidential TCA clinic file, and distribution of such forms shall be as directed in the TDOC Manual of Minimum Qualification Standards for Correctional Officers.
- f. Failure of either one of the two sections of the qualification requirements shall be grounds for non-selection or termination. If any section in the progression of testing shows disqualification, the other sections shall not be completed. For example, if an employee fails the physical examination, the psychological review is unnecessary and the individual is separated from the employment process for failure to meet the minimum qualifications.
- g. The results of the examinations are final and shall be grounds for separation from the employment process. Second opinions from representatives outside of the department or its contract designees shall not be permitted. The Qualifying Report to the Warden (CR-2241) will be maintained in the confidential TCA clinic file, and a copy submitted to the warden at the employing institution (to be maintained in the employee's confidential health file).

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4. Components of the Physical Examinations:
 - a. Defects, disorders, or physical handicaps which may, in the physician's professional judgment, interfere with the applicant's ability to perform the essential functions of the job or be adversely affected by service or lead to excessive absenteeism or disability claims, may cause rejections.
 - b. A satisfactory minimum examination shall include a physical exam as outlined in the TDOC Manual of Minimum Qualification Standards for Correctional Officers.
 - c. The health care practitioner conducting the physical exam shall check the employee's health history and secure any additional information he/she considers desirable.
 - d. Applicants or employees who are found to have immediately correctable conditions as specified (i.e., glasses) during their physical examination will be issued the Notification Of Immediate Action Required (CR-3607). If such corrective action has not been completed by the first day of the second week of pre-service training at the Academy, the employee shall be dismissed from the TCA and separated by the hiring agency as "not physically qualified."
 - e. Employees whose examination indicates that they have conditions present which require medical attention and re-evaluation during the probationary period will be issued the Notification of Conditional Qualification (CR-3605). A copy shall be forwarded to the warden who shall note the conditional qualification in a suspense file for verification prior to the end of the probationary period, and forward the copy of the Notification of Conditional Qualification to the institution's Health Administrator to maintain in the employee's health file. Prior to the end of the probationary period, the employee must submit a report from their physician to the warden indicating the condition is corrected or controlled. Failure to comply may result in separation by the hiring agency. The warden shall ensure a copy is placed in the employee's health file and a copy sent to the academy for the confidential TCA clinic file.
5. Psychological Reviews:
 - a. Review

The operational definition and criteria for psychological rejection shall be as follows:

 - (1) There is a presence of a diagnostic condition as defined by the current Diagnostic and Statistical Manual of Mental Disorders (DSM), as promulgated and published by the American Psychiatric Association, which, in the professional judgement of

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the examiner, would impair the subject's ability to perform any essential function of the job or would cause the subject to pose a direct threat to safety.

- (2) This definition includes the classifications of Axes I and II categories and codes of the DSM. Exceptions that are not disqualifying include Tobacco Withdrawal (292.00), Caffeine Intoxication (305.99), and Tobacco Dependence (305.1x).
- (3) The qualified mental health professional shall exercise professional judgment and be allowed discretion in the areas of:
 - (a) Substance abuse disorders which are in remission.
 - (b) Mental disorders in remission or controlled by medication, and
 - (c) Utilization of the current Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.

b. Final Determinations

- (1) Persons who have been determined by the qualified mental health professional to be suffering from a DSM diagnosable mental disorder which would impair the person's ability to perform any essential function of the job or would cause the person to pose a direct threat to safety shall be certified as not qualified for the position of correctional officer. The responsible qualified mental health professional shall submit a report to the TDOC indicating whether the individual is certified as qualified or not qualified.
- (2) The qualified mental health professional shall maintain and keep confidential the results, written notes, and evaluation information pertaining to the TDOC employees. This material shall not be released other than to the department by the responsible mental health professional without a written release of information from the individual employee.
- (3) The decision to employ or continue employment of the correctional officer is an administrative issue and rests with the TDOC.

VII. ACA STANDARDS: 3-4060.

VIII. EXPIRATION DATE: March 15, 2005.

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Subject: EMPLOYMENT QUALIFICATION STANDARDS OF CORRECTIONAL OFFICERS		



TENNESSEE DEPARTMENT OF CORRECTION

STATEMENT OF NOTIFICATION

Upon accepting employment with the Department of Correction, I acknowledge by my signature below that I have been informed of the following conditions of employment:

1. I must successfully complete the six week course of study at the Tennessee Correction Academy.
2. I must pass a physical examination provided by the Department of Correction, or its contracted physician.
3. I must be certified by a licensed mental health professional, selected by and contracted to the Department of Correction, to be free from all apparent mental disorders which, in the professional judgement of the examiner, would impair my ability to perform any essential function of the job or would cause me to pose a direct threat to safety.
4. I understand that I am a probationary employee in accordance with Tennessee Civil Service law and the Tennessee Department of Personnel Rules, and, as a probationary employee, I have no right of appeal with regard to determinations made as to physical or psychological unsuitability. I further understand that the recommendations of physicians and/or psychologists other than those contracted by the Department of Correction will not be accepted.
5. I understand that I may be required to submit a drug screen urinalysis conducted by the Department of Correction or by a person(s) contracted for that purpose.
6. **I understand that as a result of failing to satisfy the above conditions, I may be terminated as a probationary employee without right of appeal.**
7. I acknowledge that these conditions have been explained to me and that I have had the opportunity, before accepting employment with the Department of Correction, to ask any questions I have about what these conditions may mean to my employment.

Applicant's Name (Typed or Printed)

Applicant's Signature

Institutional Personnel Officer or
Interview Board Chairperson

Date

Effective Date: March 15, 2002

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Subject: EMPLOYMENT QUALIFICATION STANDARDS OF CORRECTIONAL OFFICERS

**TENNESSEE DEPARTMENT OF CORRECTION****EMPLOYEE DRUG SCREEN CONSENT & RESULTS**_____
Applicant's Name (Please Print)_____
Social Security Number

I hereby consent to a urine specimen to be collected for the purpose of alcohol/drug screening. I understand that if I fail to submit a urine specimen or my specimen results are positive for illegal drugs or alcohol, I will no longer be considered for employment with the Tennessee Department of Correction.

Signature_____
Date**FOR OFFICIAL USE ONLY**

In compliance with TDOC Policy 305.06, the following Correctional Officer* applicant has submitted a urine sample for drug screen analysis. The specimen has been field-tested and the result is:

Collection site: _____(Institution)

Date specimen collected: _____

- ☐ Negative
- ☐ Positive (Positive specimens are submitted to the contract laboratory for confirmation testing)

Tester's Initials: _____

Lab Results:

- ☐ Negative ☐ Positive – Substance(s): _____

*As defined in TDOC policy 305.06



State of Tennessee Department of Children's Services
Administrative Policies and Procedures: 4.21

Subject: Physical and Psychological Examinations of Designated Employees

Supersedes: DCS 4.21, 03/01/02

Local Policy: No

Local Procedures: No

Requires Training: No

Approved by:

Page D. Wally, Ph.D.

Effective date: 06/01/98

Revision date: 01/01/03

Application

To Department of Children's Services Facility Administrators and Employees, Regional Administrators, Children's Services Case Manager's, Children's Services Cottage Parents, Food Service Employees, Teachers, Children's Services Officers, Corporals, Sergeants, Lieutenants and Youth Service Workers.

Authority: TCA 37-5-105; 37-5-106

Policy

All case managers, food service employees, cottage parents, Youth Development Center/Community Residential Program teachers, cottage parents and security classification employees (children's services officer, corporals, sergeants, lieutenants and youth service workers) employed by the Department of Children's Services must successfully qualify for their job classification or position according to established criteria and be able to perform the essential functions of their jobs.

Procedures

A. General Duty Requirements

Employees defined above must be free from such physical or psychological impairments that may constitute a significant risk of substantial harm to the health or safety of the employee or others, and must be capable of performing the essential duties of the position. All DCS employees must agree to participate in the Department of Children's Services Drug Free Workplace drug and substance abuse screening programs. This includes pre-employment, reasonable suspicion and random screenings.

1. Security (children's services officers, corporals, sergeants, lieutenants, captains and youth service workers)

- a) Security employees must provide constant supervision of juveniles by maintaining security, monitoring and recording youth behavior, overseeing youth's personal

hygiene, checking youth chores such as cleaning dormitories, removing trash, collecting and dispensing laundry, supervising recreational activities, counseling and tutoring. Security employees routinely check youth and visitors for contraband, as well as maintaining contact with the youth by accompanying them to and from meals, transporting to locations (i.e., doctor's appointments, court). These duties may require physical exertion involving prolonged walking and standing, running, lifting, balancing, climbing, stooping, restraining or carrying of children in emergencies, participating in the return of AWOLS and may involve stress.

- b) Security employees must be able to cope with situations involving a high degree of stress and tension including dealing with difficult youth, disciplinary decisions against youth, frequent verbal confrontations with youth, potential hostage situations, the use of force, riots and disturbances.
- c) All security employees must receive a physical and a psychological examination prior to job assignment.

2. Case Managers

- a) Case Managers provide case management services for assigned children and families. These duties may include investigating cases of suspected child abuse or neglect and making determinations based upon the investigations as to whether or not the child is abused or neglected, and making recommendations as to whether or not the child should remain in the home or be placed in state custody. Other duties may include working with children who are in custody based upon an adjudication of abuse, neglect, unruliness, or delinquency and providing services and planning to the child and family in order to achieve safety and permanency for the child. The ability to assess and evaluate the stability and safety of children and families is critical to the performance of the job. Finally, case managers may also provide adoption team services for children in full guardianship by working to recruit and approve adoptive homes. The ability to assess situations and behaviors accurately and make reasonable decisions often in a short time frame is critical.
- b) Case Managers must be able to cope with situations involving a high degree of stress as they work in the homes of and with children and families in crisis. These children (both custodial and non-custodial) have been determined to be either abused or neglected and often

suffer serious psychological issues that manifest through aggressive acting out, inappropriate sexual acting out, and addictive behaviors. Family members are often in crisis or stressful modes of behaving and the Case Manager must have the ability to act and react appropriately. Case managers work intensively with both the child and the family to help to repair damaged child/parent relationships so that children may return home or otherwise achieve permanency.

- c) All Case Managers must receive a psychological examination prior to job assignment.

3. Teachers (Youth Development Centers and Community Residential Programs)

- a) YDC/CRP teachers supervise and provide general classroom instruction for youth adjudicated unruly or delinquent who are placed in Youth Development Centers or Community Residential Programs. The teacher is responsible for designing, developing and implementing academic criteria for youth including special education services, GED and basic education courses in mathematics, English, science, social studies, and vocational trade programs.
- b) Teachers must be able to cope with situations involving a high degree of stress and tension including dealing with difficult youth, verbal confrontations with youth, reporting disciplinary problems with youth, and disturbances.
- c) All Teachers must receive a psychological examination prior to job assignment.

4. Cottage Parents

- a) Cottage Parents work in a residential cottage setting providing youth supervision by maintaining security, monitoring and recording youth behavior, overseeing youth's personal hygiene, checking youth's chores, supervising recreational activities, counseling, and tutoring. Cottage Parents act as a surrogate parent and parental role model to youth and ensures and contributes to the safety and well being of the youth within the cottage programs. Cottage Parents also monitor youth and visitors for appropriate and proper behavior and activities during visits and accompanies and assists youth with meals, doctor appointments, and trips to the bus station to maintain and provide support and security for the youth.

and

c) Utilization of the DSM.

4. Persons who have been determined to be suffering from a DSM diagnosable mental disorder by the qualified mental health professional must be indicated in the report to the Department (by said professional) as having significant mental health issues that may impact the ability of the employee to perform the essential job functions position for which they have applied. The responsible mental health professional must then submit immediately to the Department a summary indicating the employee's current level of functioning, whether the employee can perform the essential job duties, and whether or not the employee currently poses a significant risk of substantial harm to the health or safety of the employee or others if placed in the position.
5. The qualified mental health professional must maintain and keep confidential the results, written notes, and evaluation information pertaining to the DCS employees. This material must not be released other than to the Department by the responsible mental health professional without a written release of information from the individual employee.
6. The decision to continue employment of the employee is an administrative issue and rests with the Department of Children's Services. The final employment decision is the responsibility of the Department of Children's Services and must be made as set out below in **Section F**.

F. Individualized Assessments of Employees

Upon receipt of the findings of the physical and psychological evaluations set out in **Sections D and E**, the Department must conduct an individualized assessment in order to determine if the employee will be able to perform the essential functions of the job duties either with or without a reasonable accommodation.

1. Upon receipt of the report from the examiners, the field hiring authority (Regional Administrator, Youth Development Center Superintendent or Community Residential Program Supervisor) must consult with Central Office Personnel and determine if the employee is able to perform the essential functions of the job or if the employee poses a significant risk of substantial harm to the health or

safety of employees or others.

2. If the determination is that the employee is able to perform the essential functions of the job, the employee will be retained regardless of the outcome of the examination.
3. If the determination is that the employee is unable to perform the essential functions of the job, the Department must determine if the employee could perform the essential functions with a reasonable accommodation. If so, the accommodation must be made and the employee retained. If the employee cannot perform the essential functions of the job with a reasonable accommodation, the employee will be separated from state service. All determinations related to the employee's ability/inability to perform the essential functions of the job must be documented and maintained confidentially.
4. If the determination is that the employee cannot perform the job because they pose a "direct threat" to the health and safety of themselves and others, the Department must determine if the threat cannot be eliminated or reduced below the "direct threat" level through reasonable accommodation. If so, the accommodation must be made and the employee retained. If the "direct threat" cannot be eliminated or reduced with a reasonable accommodation, the employee will be immediately separated from state service. All determinations related to the employee's direct threat to the health and safety of themselves or others must be documented and maintained as confidential.
5. If, after the review, there is a determination that the employee is unable to perform the essential functions of the job under either the psychological or physical examination said determination might be grounds for termination. If the determination that the employee cannot perform the essential functions of the job is completed prior to the second evaluation, the other evaluation may not be completed. For example, if an employee fails the physical examination and is determined to be unable to perform the essential functions of the job, the psychological review is unnecessary and the individual may be separated from the employment process as unable to perform the essential functions of the job.

The results of the examinations and review are final and may be grounds for separation from the employment process as set out in this policy. Second opinions from representatives outside of the Department or its contract designee are not permitted unless specifically requested by the examiner or the Department.

Forms

CS-0185 Statement of Notification

Collateral Documents

Diagnostic and Statistical Manual of Mental Disorders - DSM

Standards

3-JTS-1C-16